

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting  
through the United States Department of  
Agriculture

Plaintiff

v.

LUZ ESTHER RIVERA REYES AS CO-  
DEBTOR AND PART OF THE ESTATE OF  
MODESTO SANTOS TORRES; LUZ ENEIDA  
SANTOS RIVERA, MARIA MIGDALIA  
SANTOS RIVERA, ELICIA SANTOS RIVERA,  
ALEXIS SANTOS RIVERA, JIMMY SANTOS  
RIVERA, SAUL SANTOS RIVERA, RAMON  
LUIS PEREZ SANTOS, WILFREDO PEREZ  
SANTOS AND ANGEL DANIEL PEREZ  
SANTOS AS KNOWN MEMBERS OF THE  
ESTATE OF MODESTO SANTOS TORRES;  
JOHN DOE and RICHARD ROE as unknown  
members of the above-mentioned Estate

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting as the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.
3. The first promissory note is for **\$150,000.00**, with annual interest of 5.0%, subscribed on

November 6, 1999. *See Exhibit A.*

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 500. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibit B.*
5. According to the Property Registry, defendants appear as owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de veintisiete cuerdas con ochocientos diez milésimas de cuerda, en el barrio Ceiba de Cidra, Puerto Rico, en lindes: por el ESTE, Clotilde Rodríguez antes, hoy Juan Carrasquillo y otros; por el OESTE, Alfredo Rodríguez antes, hoy Luis Rivera; por el NORTE, Sucesión José Rosa Falcón; y por el SUR, Carlos Garced antes, hoy Juan Santos.

PROPERTY NUMBER: 13,525, recorded at page 68 of volume 349 of Cidra, Registry of the Property of Puerto Rico, section II of Caguas.

*See Title Search attached as Exhibit C.*

6. As it appears from the title search herein attached, Modesto Santos Torres passed away.
7. As it also appears from said title search, the known members of the Estate of Modesto Santos Torres are the following individuals:

- (a) Luz Eneida Santos Rivera
- (b) María Migdalia Santos Rivera
- (c) Elicia Santos Rivera
- (d) Alexis Santos Rivera
- (e) Jimmy Santos Rivera
- (f) Saúl Santos Rivera
- (g) Ramón Luis Pérez Santos
- (h) Wilfredo Pérez Santos
- (i) Luis Daniel Pérez Santos

8. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
9. John Doe and Richard Roe are included as possible unknown heirs to the Estate above mentioned.
10. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.
11. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
12. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit D*, the following amounts:
  - a) On the \$150,000.00 Note:
    - 1) The sum of \$143,351.53, of principal.
    - 2) The sum of \$60,549.45, of interest accrued as of November 5, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$19,1463.
    - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
13. The indebtedness evidenced by the aforementioned note is secured by the mortgage over the property described in this complaint.
14. *A Status Report Pursuant to Servicemembers Civil Relief Act*, regarding co-defendant Luz

Esther Rivera Reyes is attached as Exhibit E. As to all other co-defendants, plaintiff was unable to obtain their social security numbers, which is required when requesting such documents.

15. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 13,525:

- 1) Recorded liens with preference or priority over mortgage herein recorded:

None

- 2) Junior Liens with inferior rank or priority over mortgage herein executed:

a) None.

**VERIFICATION**

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above.
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff.
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint.
- 4) Defendants are a necessary and legitimate party to this action since they originated or assumed the mortgage obligation subject of this foreclosure or bought the property subject to said mortgage.
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of

justice with authority to make such a declaration.

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency.

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 9 day of November , 2020.

  
JACQUELINE LAZU LABOY

#### PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the United States the amounts claimed on this complaint.

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property.

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 12 of this complaint, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court.

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein.

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 24 day of November , 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913  
FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
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Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)

USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

Name <b>MODESTO SANTOS TORRES</b>		KIND OF LOAN Type: <u>FO</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>PUERTO RICO</b>	County <b>CAGUAS</b>	
Case No. <b>63-05-582328647</b>	Date <b>NOVEMBER 6, 1999</b>	ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code <b>41</b>	Loan No. <b>05</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in CAGUAS, PUERTO RICO

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of

ONE HUNDRED FIFTY THOUSAND dollars

(\$ 150,000.00), plus interest on the unpaid principal balance at the RATE of

FIVE percent (5.00 %) per annum and

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 41 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>100.00</u>	on <u>01-01-00</u>	\$ _____	on _____
\$ <u>1,000.00</u>	on <u>01-01-01</u>	\$ _____	on _____
\$ <u>8,742.00</u>	on <u>01-01-02</u>	\$ _____	on _____
\$ _____	on _____	\$ _____	on _____
\$ _____	on _____	\$ _____	on _____
\$ _____	on _____	\$ _____	on _____

and \$ 8,742.00 thereafter on JANUARY 1st of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 40 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT** Borrower recognizes that the loan described in this note will be in default if any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart O, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Luiz Esther Rivera Reyes  
LUZ ESTHER RIVERA REYES

Rafael L. Lugo  
(TESTIGO)

  
MODESTO J. TORRES

(Borrower)

BOX 399

CIDRA, PR 00739

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

Certifico que es el mismo día de su otorgamiento expedí primera copia certificada del presente instrumento público para ser entregado a FARM-SERVICE AGENCY.

DOY FE.

Notario Público

ES COPIA SIMPLE  
DE SU ORIGINAL



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-----HIPOTECA VOLUNTARIA-----

--En Bayamón,----- Puerto Rico a seis (6) de noviembre de-----

--In ----- Puerto Rico this----- of-----

mil novecientos noventa y nueve (1999).-----

nineteen ninety nine (1999).-----

-----ANTE MI-----

-----BEFORE ME-----

-----MIGUEL BAUZA ROLON, Abogado y Notario Público de la isla de-----

-----MIGUEL BAUZA ROLON, Attorney and Notary Public for the island-----

Puerto Rico con residencia y oficina en Bayamón, Puerto Rico.-----

of Puerto Rico with residence-----

Puerto Rico.-----

-----COMPARECEN-----

-----APPEAR-----

-----Las personas nombradas en el párrafo DUODECIMO de esta hipoteca-----

-----The persons named in paragraph TWELFTH of this mortgage-----

denominadas de aquí en adelante el "deudor hipotecario" y cuyas-----

herein after called the "mortgagor" and whose personal circumstan-----

circunstancias personales aparecen de dicho párrafo.-----

ces appear from said paragraph.-----

-----Doy Fé por sus dichos de su edad, estado civil, profesión y vecin-----

-----I, the Notary, attest to their statements which I believe to be-----

dad.-----

due of their age, civil status, profession and residence.-----

-----Aseguran hallarse en el pleno goce de sus derechos civiles la li-----

-----They assure me that they are in full enjoyment of their civil-----

bre administración de sus bienes y teniendo a mi juicio la capacidad-----

rights, and the free administration of their property, and they have-----

legal necesaria para este otorgamiento.-----

in my judgment, the necessary legal capacity to grant this voluntary-----

mortgage.-----

-----EXPONEN-----

-----WITNESSETH-----

-----PRIMERO: El deudor hipotecario es dueño de la finca o fincas-----

-----FIRST: That the mortgagor is the owner of the farm or farms-----

describas en el párrafo UNDECIMO así como de todos los derechos é-----

described in paragraph ELEVENTH of this mortgage, and of all-----

intereses en las mismas denominada de aquí en adelante "los bienes"-----

rights and interest in the same hereinafter referred to as the-----

property".-----

-----SEGUNDO: Que los bienes aquí hipotecados están afectos a los-----

-----SECOND: That the property mortgaged herein is subject to the-----

gravámenes que se especifican en el párrafo UNDECIMO.-----

liens specified in paragraph ELEVENTH herein.-----

-----TERCERO: Que el "deudor hipotecario" viene obligado para con Es-----

-----THIRD: That the mortgagor has become obligated to the United-----

tados Unidos de América, actuando por conducto de la Administración-----

States of America, acting through the Farmers Home Administration,-----

de Hogares de Agricultores, denominado de aquí en adelante el-----

hereinafter called the "mortgagee-----

"acreedor Hipotecario", en relación con-----

in connection-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

que será designada como "carga anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



cumplimiento de todos y cada uno de los convenios y del deudor hipotecario  
performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,-----

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full,-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree  
thereon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual  
mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas  
with interest until repaid to the mortgagee, costs, expenses and-----

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno  
attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----  
SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness-----

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
 the mortgage hereby secured and to indemnify and to conserve the mortgagee against any  
 bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
 loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
 At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
 mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
 as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
 (Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
 and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
 regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
 (Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
 any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
 the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
 of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
 referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
 Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
 by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
 by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
 by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
 Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES Y TRES CUARTOS  
 subparagraph shall bear interest at the rate of

por ciento ( 3.75 )  
 per cent ( )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
 per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
 to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
 (Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
 and all amount advanced by the mortgagee for property insurance premiums, repairs,

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
 liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
 or for taxes or assessments or other similar charges by reason of the

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mortgagor's assure to pay the same, shall bear interest at the rate of \_\_\_\_\_  
 del tipo estipulado en el párrafo anterior desde la fecha de dichos adelantos.  
 stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.  
 until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca.  
 (Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario.  
 with interest, shall be immediately due and payable by the mortgagee-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
 to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
 place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
 by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
 to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
 first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
 payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
 indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.  
 determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
 (Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.  
 for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes  
 (Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario.  
 and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.  
 under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera.  
 (Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes  
 by mortgagee on all existing buildings and improvements on the property-----

o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
 and on any buildings and improvements put there on in the future. The insurance against-----

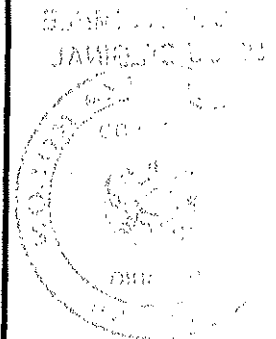
otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
 fire and other hazards will be in the form and amount and on terms and conditions-----

aprobar el acreedor hipotecario.  
 approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
 (Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni permitir  
 necessary repairs for the conservation of the property; he will not commit nor-----

que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
 permit to be committed any deterioration of the property; he will not remove nor demolish-----



ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir. time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden- (Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera- unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento. or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso. affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter- the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer- disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca. mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnar el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option

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intereses y los gastos y des- isos incurrido por el acreedor hipotecario en dicho  
interest, and any costs or expen- is incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee.

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones neces-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

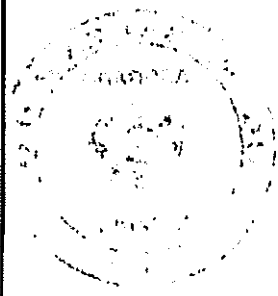
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acrec-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, u los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and

arios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

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indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over-----

dichos bienes.-----  
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-----  
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,-----

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.-----  
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,-----

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.-----  
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de CIENTO CINCUENTA MIL DOLARES (\$150,000.00).  
of

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré: CIENTO CINCUENTA MIL  
should assign this mortgage without insurance of the note,

DOLARES (\$ 150,000.00 )  
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del TRES Y  
the principal amount of said note, together with interest as stipulated therein at the rate of

TRES CUARTOS por ciento ( 3.75 o/o) anual;  
per cent ( o/o) per annum;

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(A) CIENTO CINCUENTA MIL-----  
(A) -----

----- DOLARES (\$150,000.00)-----  
----- DOLLARS (\$-----)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH.

Tercero;-----  
Three;-----

(B) DOSCIENTOS VEINTICINCO MIL-----  
(B) -----

----- DOLARES (\$225,000.00)-----  
----- DOLLARS (\$-----)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;-----  
Three. In any event and at all times whatsoever:-----

(A) SESENTA MIL DOLARES-----  
(A) -----

(\$60,000.00-----) para intereses después de mora:-----  
(\$-----) for default interest:-----

(B) TREINTA MIL DOLARES-----  
(B) -----

(\$30,000.00-----) para contribuciones, seguro y otros adelantos para la con-  
(-----) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;-----  
SIXTH, Three;-----

(C) QUINCE MIL DOLARES-----  
(C) -----

(\$15,000.00-----) para costas, gastos y honorarios de abogado en caso  
(\$-----) for costs, expenses and attorney's fees in case

de ejecución;-----  
of foreclosure:-----

(D) QUINCE MIL DOLARES-----  
(D) -----

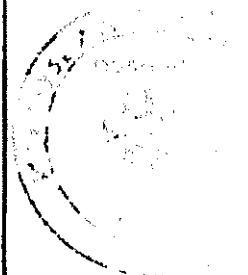
(\$15,000.00-----) para costas y gastos que incurriere el acreedor hipoteca-  
(\$-----) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen.

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DECIMO. Que el (los) pagaré(s) a que se hace refer en el párrafo TERCERO  
NTH: That the note(s) referred to in paragraph THIRI

de esta hipoteca es (son) descrito(s) como sigue:-----  
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número (63-05-582328647)-----  
"Promissory note executed in case number-----

----- fechado el día seis (6)  
----- dated the-----

----- de noviembre----- de mil novecientos-----  
----- day of----- nineteen hundred and-----

noventa y nueve (1999)----- por la suma de CIENTO CINCUENTA MIL-----  
----- in the amount of-----

(\$150,000.00)----- dólares de principal más  
----- of principal plus-----

intereses sobre el balance del principal adeudado a razón del TRES Y TRES CUARTOS  
interest over the unpaid balance at the rate of-----

----- (3.75%-----) por ciento anual,  
----- percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,-----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the-----

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero  
entire debt herein evidenced, if not sooner paid, will be due-----

a los CUARENTA (40)-----  
and payable-----

años de la fecha de este pagaré.-----  
years from the date of this promissory note.-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the-----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.-----  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue:-----  
voluntary mortgage is constituted, is described as follows:-----

ES COPIA SIMPLE  
DE SU ORIGINAL



---RUSTICA: Predio de VEINTISIETE CUERDAS CON OCHOCIENTAS DIEZ---  
MILESIMAS DE CUERDA ( 810 cdas.), en el Barrio Ceiba de Cidra,  
Puerto Rico. En LINDA por el ESTE, con Clotilde Rodríguez,---  
antes hoy con Juan Carrasquillo y otros; OESTE, con Alfredo---  
Rodríguez, antes hoy con Luis Rivera; NORTE, con la Sucesión José-  
Rosa Falcón y por el SUR, con Carlos Garced, antes hoy con Juan---  
Santos.-----

Adquirió el prestatario la descrita finca por compra-----  
Borrower acquired the described property by -----

según consta de la Escritura Número Cuatrocientos Noventinueve (499)--  
pursuant to Deed Number -----

de fecha seis (6) de noviembre de mil novecientos noventinueve-----  
dated -----

(1999)-----

otorgada en la ciudad de Bayamón, Puerto Rico-----  
executed in the city of -----

ante el Notario Miguel Bauzá Rolón.-----  
before Notary -----

Dicha propiedad se encuentra inscrita al folio sesenta y ocho (68)--  
Said property is -----

del tomo treinta y cuatro (34) de Cidra, finca número trece mil--  
quinientos veinticinco (13,525) del Registro de la Propiedad de--  
Caguas, Sección Segunda (II).-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
TWELFTH: The parties appearing in the present deed as Mortgagors -----

carios don MODESTO SANTOS TORRES, seguro social y doña  
are -----

LUZ ESTHER---- RIVERA REYES, seguro social ,-----  
mayores de edad, casados entre sí, propietarios y vecinos de-----  
Cidra, Puerto Rico;-----

cuya dirección postal es: Box trescientos noventa y nueve (399),-----  
whose postal address is: -----

Cidra, Puerto Rico cero cero siete tres nueve (00739).-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical  
instalaciones en la finca(s) descrita(s).-----  
installations on the described farm(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure-----

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan-----

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless-----

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as-----

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause-----

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the-----

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to-----

ejecución de la hipoteca.-----  
the foreclosure of the mortgage.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction-----

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,-----

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-  
construction or building constructed on said farm(s) while the-----

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present-----

dueños deudores o por sus cesionarios o causahabientes.-----  
owners or by their assignees or successors.-----

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and-----

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or-----

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)-----

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future-----

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings-----

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted-----

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen-----

(13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31-----

L.P.R.A. (1951)-----  
L.P.R.A. (1951).-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any-----

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with-----

ES COPIA SIMPLE  
DE SU ORIGINAL



de la propiedad gravada por la Hipoteca.  
of the property encumbered by this Mortgage.

DECIMIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

---Dado el caso de que Yo, el Notario, no conozco personalmente---

a los comparecientes y al no proveer dichos otorgantes testigo de-

conocimiento; éstos se identifican: don Modesto Santos Torres---

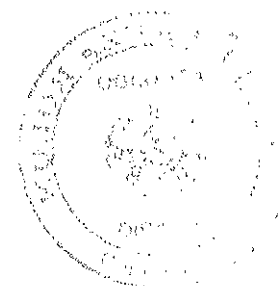
mediante su Tarjeta Electoral número [REDACTED]---

-----y doña Luz Esther--- Rivera Reyes-----

mediante su Tarjeta Electoral número [REDACTED] y fueron sometidas-

voluntariamente.-----

319812 4-20-20  
JANUARIO 00 50



El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contenta, place(s) his (their) initials on each of the folios of this deed-----

Incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

NOTA ACLARATORIA: Se aclara que en lugar de "Farmers Home-----  
Administration" debe leer "FARM SERVICE AGENCY"; REPITO LA FE.---

NOTA ACLARATORIA: Manifiesta don Modesto Santos Torres, no saber  
leer ni firmar por lo que a su ruego comparece como testigo-----  
instrumental, don Rafael Ruiz Torres, número de seguro social----  
584-72-6538, mayor de edad, soltero, agricultor y vecino de-----  
Cidra, Puerto Rico; a quien doy fe de conocer personalmente;-----

-----  
quien lee en alta voz la escritura a dicho otorgante, procediendo  
así mismo el Notario a leerla subsiguientemente; manifiesta-----  
dicho otorgante entender y estar bien enterada del contenido de--  
la escritura estampando entonces las huellas digitales de sus---  
dos dedos pulgares en cada uno de los folios y al final de la---  
escritura; escribiendo además, el testigo sus iniciales en cada-  
folio, firmando al final de la escritura; todo ello en un solo--  
acto; REPITO LA FE.-----

ES COPIA SIMPLE  
DE SU ORIGINAL



## TITLE SEARCH

CLIENT: LUZ ESTHER RIVERA REYES

REF: 1521.289

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 13,525, recorded at page 68 of volume 349 of Cidra, Registry of the Property of Puerto Rico, section II of Caguas.

DESCRIPTION: (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de **veintisiete cuerdas con ochocientos diez milésimas de cuerda**, en el barrio Ceiba de Cidra, Puerto Rico, en lindes: por el **ESTE**, Clotilde Rodríguez antes, hoy Juan Carrasquillo y otros; por el **OESTE**, Alfredo Rodríguez antes, hoy Luis Rivera; por el **NORTE**, Sucesión José Rosa Falcón; y por el **SUR**, Carlos Garced antes, hoy Juan Santos.

ORIGIN:

File Domain

TITLE:

This property is registered as follows:

One half by community estate in favor of Luz Esther Rivera Reyes, who acquired it by purchase (**does not express seller**), at a price of \$145,000.00, pursuant to deed #499, executed in Bayamón, Puerto Rico, on November 6, 1999, before Miguel Bauzá Rolón Notary Public, recorded at page 151 of volume 516 of Cidra, property number 13,525, 2<sup>nd</sup> and last inscription by abbreviated entry on August 11, 2015. **Presented on November 23, 1999**

And the rest in favor of Luz Eneida; María Migdalia; Elicia; Alexis, Jimmy; Saúl Santos Rivera; Ramón Luis; Wilfredo and Angel Daniel Pérez Santos; and usufructuary portion of surviving spouse in favor of Luz Esther Rivera Reyes, with a value of \$150,000.00, acquired by inheritance of Modesto Santos Torres, Resolution dated November 23, 2004, civil case #EJV-2004-1069, recorded at Karibe System of Cidra, property number 13,525, 2<sup>nd</sup> and last inscription by abbreviated entry on August 11, 2015.

**Presented on February 6, 2006**

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** In favor of Farm Service Agency, in the original principal amount of \$150,000.00, with 3.75% annual interests, due on 40 years, constituted by deed #500, executed in Bayamón, Puerto Rico, on November 6, 1999, before Miguel Bauzá Rolón Notary Public, recorded at page 151 of volume 516 of Cidra, property number 13,525, 2<sup>nd</sup> and last inscription by abbreviated entry on August 11, 2015. **Presented on November 23, 1999**

**OBSERVATION: SEIZURE:** Dated on October 12, 2018, Treasury Department, against Negrón Rivera Josue; Rivera Reyes Luz, social security numbers: xxx-xx-6561, xxx-xx-0946, number CAR-2019-518, in the amount of \$4,948.62, presented on October 15, 2018 and annotated on October 17, 2018, Karibe System (entry 2018-008550-EST).

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
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PAGE #2  
PROPERTY #13,525

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to March 9<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/nh/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on March 9<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23<sup>th</sup> day of November of 2020.

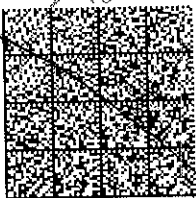
Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,397

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

Guaynabo, Puerto Rico, this 23 day of November of 2020.

Sello



9397  
11/23/2020  
\$5.00

Sello de Asistencia Legal  
80093-2020-1123-43295396



*M. Lourdes Quintero Ber.*  
NOTARY PUBLIC

Abogada - Notario

RECIBO

4019-02165232

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Rivera Reyes, Luz E.

Case No: 63-005-4566

***CERTIFICATION OF INDEBTEDNESS***

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of November 5, 2020***

Loan Number	41-05
Original Note Amount	\$ 150,000.00
Original Note Date	11/6/1999
Date of Last Payment	1/13/2020 Offset
Principal Balance	\$ 143,351.53
Unpaid Interest	\$ 60,549.45
Misc. Charges	\$ -
Total Balance	\$ 203,900.98
Daily Interest Accrual	\$ 19.1463
Amount Delinquent	\$ 69,634.74
Years Delinquent	7

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Digitally signed by CARLOS MORALES (Affiliate)  
DN: c=US, o=U.S. Government, ou=Department of  
Agriculture,  
0.9.2342.19200300.100.1.1=12001003816118,  
cn=CARLOS MORALES (Affiliate)  
Date: 2020.11.05 09:59:54 -04'00'  
Adobe Acrobat version: 2020.012.20048

Carlos J. Morales Lugo  
LRTF Contractor  
November 5, 2020



Status Report  
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4566  
Birth Date:  
Last Name: RIVERA REYES  
First Name: LUZ  
Middle Name: ESTHER  
Status As Of: Nov-24-2020  
Certificate ID: 1D2YX86WR6CM45W

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Michael V. Sorrento*

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Juan Carlos Fortuño Fas  
PO Box 9300  
San Juan, PR 00908, tel. 787-751-5290

**DEFENDANTS**

Luz Esther Reyes Rivera

County of Residence of First Listed Defendant Cidra, Puerto Rico  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question  
(U.S. Government Not a Party)  
☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                                   |   | PTF                        | DEF                        |
|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm and Development Act, 7 USC 1921, et seq., and 28 USC 1345

Brief description of cause:  
Foreclosure of mortgage

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
203,900.96

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: United States of America-Farm Service Agency

Defendant: Luz Esther Rivera Reyes

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted: 11/24/2020

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Alexis Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Ángel Daniel Pérez Santos

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Elicia Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Jimmy Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Luz Eneida Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Luz Esther Rivera Reyes

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

María Migdalia Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Ramón Luis Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

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☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Saúl Santos Rivera

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America

*Plaintiff(s)*

v.

Luz Esther Rivera Reyes, et als

*Defendant(s)*

Civil Action No.

Foreclosure of mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Wilfredo Pérez Santos

State Road #728 Km 5.4 Ceiba Ward Cidra, PR

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_